

DEPARTMENT: Physical Plant/Campus

REQUISITION NO. M

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO \_\_\_\_\_, LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA at LAFAYETTE, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.....**

SCOPE OF WORK

- 1)
- 2)
- 3)
- 4)

**Due to the importance of the schedule, liquidated damages in the amount of \$\_\_\_\_ per day will be assessed for every calendar day that this project is not complete beyond \_\_\_\_\_ ( ) days of the Notice to Proceed.**

**(ONLY USE BID BOND FOR JOBS WITH BUDGETS OF \$10,000 AND OVER)**

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

**(ONLY USE PERFORMANCE BOND FOR JOBS WITH BUDGETS OVER \$25,000)**

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

**(ONLY USE FOR PROJECTS CLOSE TO \$50,000 AND OVER)**

Contractors submitting bids in the amount of \$50,000 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes of 1950 and **show their license number on the front of the sealed envelope** in which their bid is enclosed. Contractors shall be licensed for the classification of **pick one of the following categories** BUILDING CONSTRUCTION or HIGHWAY, STREET, and BRIDGE CONSTRUCTION or HEAVY CONSTRUCTION or MUNICIPAL and PUBLIC WORKS CONSTRUCTION or ELECTRICAL WORK or MECHANICAL WORK or HAZARDOUS MATERIALS or PLUMBING WORK. Bids in the amount of

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\$50,000 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith, and his bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Mr. Bill Crist at 337-482-2001.

A pre-bid meeting will be held at 1:30 PM on \_\_\_\_\_ at the project site (Cajun Field Football Stadium) at which time details of plans and specifications will be discussed.

**GENERAL SPECIFICATIONS**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

This contract shall be governed by AIA Document A201 - General Conditions of the Contract for Construction, Fourteenth Edition, 1987. Contractors may review an original document on file in the UL Lafayette Physical Plant Office, or may write the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, to purchase an original A201 Document.

**GENERAL REQUIREMENTS**

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

**DEFINITIONS**

Agent - The University's representative in the Physical Plant who is referred to throughout these documents as singular in number.

Contractor - The person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

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**Bidder's Initials \_\_\_\_\_**

Owner - The University of Louisiana at Lafayette (UL Lafayette)

**CONSTRUCTION FORCE**

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

**DRAWINGS FURNISHED BY UL Lafayette**

The attached drawings are intended to describe and illustrate the desired layout of the project. The dimensions shall be modified only if a conflict in construction arises and UL Lafayette agrees such modifications are necessary.

**APPROVALS FOR CHANGE**

At no time shall the Contractor deviate from the intent of the drawings or these specifications unless these deviations are approved in writing by the Agent. All substitutions must be received by the agent at least seven (7) working days prior to the date for the receipt of bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cut sheets, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the contract documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

**FAMILIARITY WITH CONDITIONS**

Prior to the submission of the bid proposal, the Prospective Bidder shall make and shall be deemed to have made a careful examination of the project site, the plans, and specifications. The Prospective Bidder shall become informed as to the location and nature of the proposed construction, the kind and character of terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions and all other matters that may affect the cost and the time of completion of the project.

**CODES AND PERMITS**

Said work shall comply with all local codes and ordinances.

**DEQ NOTIFICATION**

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

**STANDARDS**

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

**WORKMANSHIP AND MATERIALS**

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

**GUARANTEE**

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

**PRIOR APPROVALS**

The Contractor is required to install the exact materials specified in these documents, unless prior approval is given from the Physical Plant office. Contractors requesting prior approval on an item must submit product information for evaluation to the Physical Plant office at least seven days prior to the bid opening. Products submitted less than seven days prior to the bid opening will not be considered for prior approval.

**SUBMITTALS**

The Contractor shall submit samples of the materials called for in the section titled "Detailed Specifications". The Agent's approval of samples shall not relieve the Contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the samples, or specifications, even though approved by the Agent, shall not relieve the Contractor from furnishing and erecting same.

The contractor shall be responsible to meet specifications, and the intent of the specifications. Deviation from the specifications in any form, whether reviewed by the Agent in the shop drawings or not, shall imply the Contractor is intending to present a substitution to the materials specified. The Contractor shall give specific written notice of each variation that the shop drawings may have from the requirements of the specifications, and, in addition, shall cause a specific notation (in a very clear manner) to be made on each shop drawing for review of each variation.

**LOUISIANA ONE CALL**

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

**EXISTING LANDSCAPING**

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Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three foot high orange construction fencing around the drip line of all trees within the construction site.

**STORM WATER RUN OFF PROTECTION**

Contractor shall protect the entire construction site from erosion due to storm water run off. A visqueen barrier shall be constructed around the entire construction site perimeter to prevent erosion from infiltrating the storm water drainage system.

**CAMPUS SAFETY POLICY**

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

**ASBESTOS**

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

**COORDINATION OF WORK**

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

**PAYMENT**

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice.

On projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. This retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 11.

**FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE PHYSICAL PLANT OFFICE.**

**CLEAN-UP**

The Contractor is responsible for the clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

**INSURANCE**

The Contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance and Builder's Risk Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

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**Bidder's Initials \_\_\_\_\_**

**INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

**DETAILED SPECIFICATIONS**